



STATE PROCUREMENT OFFICE

11 AUG 11 P3:23

NOTICE OF AMENDMENT TO EXEMPTION FROM CHAPTER
103D, HRS, CONTRACTSTATE PROCUREMENT OFFICE
STATE OF HAWAII

1. TO: Chief Procurement Officer

2. FROM: Department of the Attorney General, Education Division

Department/Division/Agency

3. Name of Contractor: Robbins & Associates, a law corp.

4. P.E. Reference No. 09-038-C

5. Description of goods, services, or construction:

See attached

6. Scope of work for the contract is revised as follows:

The scope of work under the contract has not been revised.

Original Contract Price: \$300,000

Amended Contract Price: \$500,000

7. Reason: This / These amendment(s) are necessary because:

See attached

8. Direct questions to:

Holly T. Shikada

Phone: 586-1266

Agency shall ensure adherence to applicable administrative and statutory requirements.

9. Pursuant to § 103D-102, HRS, and § 3-120-5, HAR, I certify that the
information provided above is, to the best of my knowledge, true and correct

AUG - 5 2011

Department Head

Date

Reserved for SPO Use Only

10. Date Posted: 8/16/11

11. Submit written objections to this notice of intent to amend a procurement exemption contract within seven calendar days or
as otherwise allowed from the above posted date to:Chief Procurement Officer
State Procurement Office
P.O. Box 119
Honolulu, Hawaii 96810-0119

Chief Procurement Officer's Comments:

This approval is for the solicitation process only, HRS section 103D-310(c) and HAR section 3-122-112, shall apply and award is required to be posted on the Awards Reporting System. As a reminder, individual(s) participating in procurement activities are required to be in compliance with Procurement Delegation No. 2010-01 and Amendment 1, and Procurement Circular No. 2010-05, *Statewide Procurement Training*, as appropriate. Procurement requests submitted to the SPO listing departmental personnel without written delegated procurement authority and the appropriate mandatory procurement training will be returned with no action taken. The SPO does not have a record of attendance for the appropriate mandatory procurement training for the individual originally named in no. 8.

12. ☒ APPROVED ☐ DISAPPROVED

Chief Procurement Officer

Date

13. P.E. No.

09-038-CLX
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NOTICE OF AMENDMENT TO EXEMPTION FROM CHAPTER
103d, HRS, CONTRACT

Attachment

5. Description of goods, services, or construction:
Contractor, more particularly, Kenneth S. Robbins, the principal attorney, shall serve as special deputy attorney general to represent and defend, in conjunction with the law firm of Watanabe Ing LLP, the State of Hawaii, Department of Education (DOE) in the case of Mark H., et al. v. Hamamoto, et al., Civil No. 00-00282LEK/RLP (the "Case"). The Contractor shall prepare, coordinate and supervise the defense of the State Defendants; appear at all meetings, briefings, and hearings held in conjunction with the Case; to the greatest extent possible, utilize deputy attorneys general and legal assistants of the Department of the Attorney General to assist; provide reports on the progress of the litigation to the Attorney General, as requested; and provide any and all other legal or related services requested to complete all proceedings in the Case in USDC.

7. Reason: This / These amendment(s) are necessary because: The State's potential exposure in this Case is in the millions of dollars per child. The DOE was initially prevailed twice on summary judgment. Both times the cases were overturned on appeal. The Case is currently set for trial in October 2011. Costs will be incurred in preparing witnesses, again, as the Case had previously been close to trial. Moreover, the State has mainland experts in the Case who will have to be brought to Oahu to testify at trial. The parties are currently in settlement negotiations; however, with an October trial date looming, the Contractor must continue to prepare for trial in the event the Case does not settle. The next Settlement Conference in this case is set for the end of August. To wait until the end of August to begin trial preparation would be detrimental to the State Defendants.